

Funding Approval/Agreement

Emergency Solutions Grants Program – RUSH Funding

42 U.S.C. 11364a(c)(1)

Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Recipient Name and Address CITY OF JACKSONVILLE 220 EAST BAY STREET JACKSONVILLE, FL 32202		2. Unique Federal Award Identification Number: E-25-UW-12-0017	
		3. Tax Identification Number: 59-6000344	
		4. Unique Entity Identifier: HMGL C26E UPC4	
5. Previous Obligation (Enter "0" for Initial RUSH allocation)		\$0	
6. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$1,000,000	
7. Total Amount of Federal Funds Obligated		\$1,000,000	
8. Total Required Match: \$0			
9. Total Amount of Federal Award (including Required Match): \$1,000,000			
10. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 16 of the Agreement for the Initial RUSH allocation) (mm/dd/yyyy) 2/4/2025		11. Period of Performance and Budget Period End Date (the date that is 24 months after the date listed in Box 10) (mm/dd/yyyy) 2/3/2027	
12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial RUSH allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		13. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached as Appendix A	

General Terms and Conditions:

- I. This Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (HUD) and the Recipient identified in Box 1 of this Grant Agreement, pursuant to the authority provided under 42 U.S.C. 11364a(c)(1).
- II. The applicable requirements, and waivers and suspension of requirements, for Rapid Unsheltered Survivor Housing (RUSH) funding as stated in HUD's Federal Register notice on July 18, 2024 (89 FR 58392); the Recipient's Consolidated Plan submissions (including applicable amendments); and this Agreement, including any special conditions attached to this Agreement; constitute part of this Agreement.
- III. Subject to these general terms and conditions, HUD will make the funds as specified above (RUSH funds) available to the Recipient upon execution of this Agreement by the Recipient and HUD. Pre-award costs may be paid with RUSH funds under the conditions HUD provided on page 58397 of the HUD's Federal Register notice on July 18, 2024 (89 FR 58392, 58397).
- IV. Except as otherwise provided by this Agreement and applicable HUD waivers and suspensions of Emergency Solutions Grants (ESG) requirements, the Recipient must use RUSH funds in accordance with Section 103 and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and the ESG regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time).
- V. In the event of any conflict between 24 CFR part 576 and applicable Federal statutes, including 42 U.S.C. 11364a and section 100261 of the MAP-21 Act, the Federal statute will control. In the event of any conflict between Title IV of the McKinney-Vento Homeless Assistance Act and 42 U.S.C. 11364a, 42 U.S.C. 11364a will control.
- VI. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except that where the Recipient is a state and distributes RUSH funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4.
- VII. The Recipient must apply the following minimum criteria for purposes of determining eligibility for services or rental assistance provided with RUSH funds: Each individual or family must: (1) be

"homeless" or "at risk of homelessness" as those terms are defined at 24 CFR 576.2 or meet the criteria in section 103(b) of the McKinney-Vento Homeless Assistance Act; (2) have been residing in an area identified as eligible for FEMA Individual Assistance when a "major disaster" is declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and (3) have needs that will not be served or fully met by other existing Federal disaster relief programs.

A household will not be required to requalify as homeless or at risk of homelessness for purposes of RUSH funds if the household was already determined "homeless" or "at risk of homelessness" and was receiving ESG assistance when the disaster occurred.

RUSH grants are not subject to the requirements for "serving youth who lack 3rd party documentation or live in unsafe situations" that HUD typically includes in its grant agreements for annual ESG grants, because those requirements apply only to grants made under the "homeless assistance grants" heading of the annual appropriations act for HUD.

"Existing Federal disaster relief programs" means the Federal and non-Federal cost share under Federal programs that provide assistance for the purpose of disaster relief and are permanently authorized as of the Federal award date (box 10). These programs include the Transitional Sheltering Assistance (TSA) program (42 U.S.C. 5170b) and Non-Congregate Sheltering (NCS) administered by the Federal Emergency Management Agency (FEMA).

- VIII. The Recipient must establish and maintain adequate procedures to prevent any duplication of benefits with RUSH funds as required by section 312 of the Stafford Act, as amended (42 U.S.C. 5155).
- IX. The Recipient agrees to comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- X. RUSH funds are not subject to 24 CFR 576.201 or other match requirements. Program income may be treated by the Recipient as an addition to the Recipient's RUSH grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Otherwise, program income must be deducted from allowable costs as provided by 2 CFR 200.307. The program income definition in 24 CFR 576.2 will apply, except that costs that are incidental to generating program income and not charged to the RUSH grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307.
- XI. The Recipient must complete Appendix B ("Recipient's Indirect Cost Rate(s)") and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- XII. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25 regarding System for Award Management (SAM.gov) and unique entity identifier (UEI) requirements and the Award Term in Appendix A to 2 CFR Part 170 regarding reporting subaward and executive compensation. If the Total Amount of Federal Award (Box 9) exceeds \$500,000, the Recipient must also comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.
- XIII. Nothing in this Agreement shall be construed as creating or justifying any claim against the Federal government or the Recipient by any third party.
- XIV. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under 42 U.S.C. 11364a(c)(1) or to deobligate funds under this Agreement in accordance with applicable law.

- XV. To make a change described in 24 CFR 576.200(b), the Recipient must amend its plan as provided by 24 CFR 576.200(b), except that the Recipient will not be required to comply with any consultation or citizen participation requirements with respect to the amount provided in the initial RUSH allocation, provided that the Recipient publishes its planned changes on the internet at the appropriate Government web site or through other electronic media.
- XVI. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Gross waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Lori Sarino, CPD Director 400 W. Bay St STE 1015, Jacksonville, FL 322022	15. Signature Digitally signed by: X <u>LORI SARINO</u> [UNRECOGNIZED]	16. Date (mm/dd/yyyy) 2/4/2025
17. For the Recipient (Name and Title of Authorized Official) Karen Bowling	18. Signature X <u>Karen Bowling</u>	19. Date (mm/dd/yyyy) 02/11/2025

Funding Information (HUD Accounting Use Only):
 Program Code: HGD
 Office: Jacksonville
 Region: 4
 Appropriation 0192
 Appro Symbol: 88 X 0192-15
 Allotment: 5



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

January 10, 2024

The Honorable Donna Deegan
Mayor
Jacksonville-Duval County
117 W. Duval St., Suite 400
Jacksonville, FL 32202

Dear Mayor Deegan:

I offer my best wishes to all Floridians impacted by Hurricanes Helene and Milton. This letter conveys the award of \$1,000,000 to address the needs of people who were unhoused or at risk of homelessness before the storms.

As authorized by 42 U.S.C. 11364a(c)(1), the Department of Housing and Urban Development's (HUD) Office of Special Needs Assistance Programs (SNAPS) is making a *special* allocation of Emergency Solutions Grants (ESG) funding to Jacksonville-Duval County (Recipient) to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) on or after December 20, 2019. These funds shall benefit people whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including the Transitional Sheltering Assistance (TSA) program under such Act (42 U.S.C. 5170b).

This *special* allocation of "Rapid Unsheltered Survivor Housing" (RUSH) funding under the ESG Program is in response to the President's major disaster declarations dated September 28, 2024, DR-4828-FL, for Hurricane Helene, October 11, 2024, DR-4834-FL, for Hurricane Milton, and Federal Emergency Management Agency's (FEMA) determination that these disasters were severe enough to activate its TSA program.

This initial allocation of \$1,000,000 was determined using a formula that is based on 42 U.S.C. 11364a(c)(1) and that takes into account the number of persons experiencing sheltered or unsheltered homelessness (based on the most recent Point-in-Time count) in counties or local municipalities that are within the declared disaster areas and the Fair Market Rent for a 1-bedroom apartment in those areas. "Declared disaster areas" refers to areas identified as eligible for FEMA Individual Assistance when a major disaster is declared. Subject to availability of funding, the Department may make a second allocation of RUSH funding as explained in the notice HUD published in the July 18, 2024 Federal Register ([RUSH Notice](#)).

This RUSH funding will be subject to the same Federal requirements that apply to annual ESG funding, except as otherwise stated in the RUSH Notice or a later HUD notice, waiver, or rule. Notably, in accordance with 24 CFR 5.110 and as provided in the Department's letter notifying Recipient of its first RUSH allocation, the same waivers HUD made available in the July 1, 2024

memorandum "Availability of Waivers of Community Planning and Development Grant Program and Consolidated Plan Requirements to Facilitate Recovery from Presidentially Declared Major Disasters", are made available for the same justifications and subject to the same conditions with respect to the RUSH funding allocated to the Recipient.

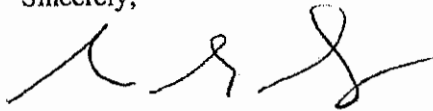
Please refer to section IV of the RUSH Notice for the submission requirements for RUSH funding. The certifications that must be included in each submission for RUSH funding are provided in the attachments to this letter. These certifications exclude the standard ESG certification about matching contributions, because matching contributions are not required for RUSH funding, as explained in the RUSH Notice.

Please note that section V of the RUSH Notice authorizes pre-award costs and describes the conditions for utilizing pre-award costs.

If Jacksonville-Duval County decides not to accept this funding, please email your clearly stated refusal to Norm Suchar (norman.a.suchar@hud.gov), Director of the Office of Special Needs Assistance Programs, within 14 days of receiving this letter.

The Department's Office of Community Planning and Development (CPD) is committed to continuing to work with your jurisdiction to successfully meet the urgent and complex challenges facing your community. HUD's local CPD Office will reach out shortly to begin the process of executing your RUSH grant, and HUD has technical assistance available to assist with implementation of the RUSH program. If you or your staff have questions, please contact your local CPD Field Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. McFadden', with a stylized flourish at the end.

Marion M. McFadden
Principal Deputy Assistant Secretary
of Community Planning and Development

Attachments

ATTACHMENT 1

General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction - The submission of the consolidated plan is authorized under State law and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan - The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

ATTACHMENT 2

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent

practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title